

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

THE HUMAN RIGHTS CAMPAIGN FUND

This Agreement, entered into this ___ day of May, 1993 by and between the Boston Redevelopment Authority, a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the General Laws of the Commonwealth of Massachusetts, having its usual place of business in Boston, and hereinafter referred to as the Licensor, and The Human Rights Campaign Fund, 1012 14th Street, N.W., Suite 607, Washington, D.C. 20005, hereinafter referred to as the Licensee.

WHEREAS, the licensee has expressed interest in a portion of the property known as Long Wharf, as shown on the map attached hereto and made a part thereof, Exhibit A, "License Area"; and

WHEREAS, the Licensee wishes to occupy the License Area for the purposes of conducting the Second Annual "From All Walks of Life" dance celebration at said location;

WHEREAS, the Boston Redevelopment Authority approved such use of Long Wharf on April 29, 1993.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Authority authorizes and permits the Licensee, its agents, employees, contractors and subcontractors, to enter upon the License Area for the purposes of conducting the Second Annual "From All Walks of Life" dance celebration.

The parties hereto agrees as follows:

1) The term of this License shall commence at 3 P.M. June 6, 1993 and shall terminate at 8 P.M. that same day or when no longer required by the Licensee or is terminated by either party upon written notice at no cost or expense to the other party, whichever shall first occur.

2) A License Fee of \$500.00 shall be due and payable prior to entering the License Area to conduct the activities permitted herein. Upon compliance with Paragraph 15 of this Agreement \$250.00 shall be refunded.

3) The Licensee shall have complete responsibility and liability for compliance with all provisions of the codes, ordinances, and laws of the City of Boston and the Commonwealth of Massachusetts.

4) The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and costs of any kind and description to which the Licensor may be subjected to or put, by reasons of injury(including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the entry and use of the License Area. At the notice of the Licensor the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands.

5) The Licensee shall be required to carry for the term of this Agreement Comprehensive Public Liability Insurance, insuring the Licensee and Licensor against all claims and demands for personal injury and property damage with respect to the License Area. The limits for said insurance shall be not less than One Million (\$1,000,000) Dollars for injury or death to more than one (1) person, and Two Million (\$2,000,000) Dollars for injury or death to more than one (1) person in a single accident, and not less than Five Hundred Thousand (\$500,000) Dollars for property damage.

6) The Licensee shall carry or require that there be carried Workers Compensation Insurance for all their employees and those of their contractors, subcontractors, and agents engaged in work at the site, in accordance with State Workman's Compensation Laws.

7) The Licensee agrees to assume all maintenance expenses including sewer, water, phone, and electricity charges pertaining to the License Area. The licensee shall pay directly to the proper person or authorities when due all charges with respect to the License Area, whether called charges, assessments, fees, or otherwise, for utility services, water and sewer use.

8) The Licensee shall make entry upon the License Area in "as-is" condition on the commencement date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property. Any damage to the License Area shall be repaired by the Licensee at his expense.

9) The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, rubbish, debris, or other disposable material shall be permitted within the License Area. Such maintenance and materials removal shall be carried out by the Licensee at their expense.

10) The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than for those expressly permitted under this Agreement.

11) In no event shall any of the activities hereby licensed under this agreement any way threaten damage to nearby utilities or buildings.

12) The Licensee shall, if the work herein permitted requires permitting, obtain the necessary permits from the City of Boston before proceeding with such operation.

13) The Licensee shall not discriminate in their hiring, nor will they allow any of their agents, contractors, subcontractors, or employees to discriminate upon the basis of race, color, sex, creed, or religion in their hiring practices. In accordance with this provision, the Licensee shall comply with the Licensor's Equal Employment Compliance Policy.

14) Failure to comply with any of the provisions of this Agreement shall constitute due cause to terminate this Agreement forthwith, and the Licensee agrees not to oppose or contest eviction proceedings when notified to vacate, or when notified that the Agreement has been terminated.

15) Licensee agrees to restore the License Area to its original condition. Such condition subject to Licensor's approval.

16) No fixtures shall be installed, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option become the property of the Licensor.

17) This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.

18) No parking of vehicles of any kind by the Licensee, its agent, employees, contractors and subcontractors or others, shall be permitted in the License Area or within the Long Wharf area, as described in Exhibit A, at any time during the term of this License Agreement. Further, the Licensee acknowledges that no parking spaces have been reserved for its exclusive use at any other location.

19) The Licensee shall not engage, directly or indirectly, in any commercial activities within the License Area, other than those enumerated in this license without the prior written approval of the Licensor.

20) The License Area is to be used exclusively for the purposes of operating the "From All Walks of Life" dance celebration, as located and described in Exhibit "A" attached hereto. Public access along Long Wharf shall be maintained as described in said Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered, by their duly authorized officers respectively, as of the date first written above.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Paul L. Barrett, Director

THE HUMAN RIGHTS CAMPAIGN FUND

By: _____
Bryan Rafanelli

APPROVED AS TO FORM:

Kevin Morrison
Assistant Chief General Counsel

MEMORANDUM

APRIL 29, 1993

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL L. BARRETT, DIRECTOR

FROM: BRIAN DELOREY, ASSISTANT DIRECTOR
VICTOR KAREN, DEPUTY DIRECTOR
JOHN O'BRIEN, PROJECT MANAGER
ECONOMIC DEVELOPMENT DEPARTMENT

SUMMARY: MEMORANDUM REQUESTS THAT THE DIRECTOR BE AUTHORIZED TO ENTER INTO A TEMPORARY LICENSE AGREEMENT PERMITTING THE USE AND OCCUPANCY OF LONG WHARF FOR AN AWARDS CELEBRATION AND DANCE IN ASSOCIATION WITH THE SECOND ANNUAL "FROM ALL WALKS OF LIFE" 10 KILOMETER PLEDGE WALK.

This year The Human Rights Campaign Fund (HRCF), a Washington D.C. based political action committee, will once again sponsor the From All Walks of Life - 1993. From All Walks of Life is a 10 kilometer pledge walk produced by the Aids Action Committee of Boston. This annual event is scheduled for Sunday, June 6, 1993 where some twenty six thousand walkers are expected to raise three million dollars for AIDS care and prevention.

In association with the pledge walk the HRCF would like to once again schedule an outdoor awards celebration and dance following the event to be held at Long Wharf on Sunday afternoon, June 6, from 3:00 P.M. to 8:00 P.M. A License Fee of \$500.00 will be secured in association with this event, \$250 of which will be held as a security deposit and may be refunded upon satisfactory cleaning of the premises. The expected attendance is approximately 1,500 people. The HRCF has assured staff that all permitting and insurance requirements will be borne by the Licensee and that public access has been provided for along the outer edge of Long Wharf (see attached map). In addition, HRCF has agreed to hire additional police details and pay for all rubbish and trash removal.

Therefore, to effectuate the requests contained herein, it is requested that the Director be authorized to enter into and execute the attached License Agreement between the BRA and the Human Rights Campaign Fund permitting the use and occupancy of Long Wharf for an awards celebration and dance. The BRA shall be named as an additional insured on all policies purchased in connection with this Agreement.

An Appropriate Vote Is Attached:

VOTED: That the Director be authorized to enter into a one day License Agreement between the BRA and The Human Rights Campaign Fund permitting the use and occupancy of Long Wharf for a fundraising event on June 6, 1993 between the hours of 3:00 P.M. and 8:00 P.M. Such agreement shall require the Licensee to provide evidence of adequate insurance naming the Authority as additional insured. Licensee shall also indemnify and save harmless the Authority from any and all suits, actions, claims or proceedings which may arise as a result of the activities hereby permitted. Public access along Long Wharf shall be maintained during the event as described in the attached site map.

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